

State of Alaska  
Department of Transportation & Public Facilities  
Southeast Region, Maintenance & Operations  
6860 Glacier Highway  
Juneau, Alaska 99801-7999

CHANGE ORDER No.: 7

Project No.: MS-512D

Contract No.: 1343

Project Name & Location: Elevator Maintenance—State Facilities [Southeast Region] (1999-2004)

Contractor: ThyssenKrupp Elevator  
600 E. 57th Place, Suite B  
Anchorage, AK 99518

SUMMARY OF CONTRACT AMOUNTS:

Original Contract Amount: \$ 30,879.00  
Amount of Previous Changes: 140,378.08  
Estimate of this Change: 48,063.84  
Adjusted Contract Amount: \$ 219,316.90

Recommended By: [Signature] Date: 6-25-01  
Approved By: [Signature] Date: 6-25-01  
Accepted By: ☒ [Signature] Date: 6-25-01  
Acknowledged By: ☒ Chad M. Re - Project Manager Date: 6-25-01  
Contractor's Representative

The time provided for contract completion is ☒ unchanged ☐ increased ☐ decreased per description below.

The following change(s) in the above Contract are hereby made in accordance with the terms of the Contract, and under the terms and conditions stated below. Price adjustments resulting from inaccurate cost and pricing data are subject to the provisions of AS 36.30.400c. This document shall become an amendment to the Contract and all provisions of the Contract will be applicable.

DESCRIPTION OF CHANGE (Use Continuation Sheet 25D-065 as Required)

Adjust third-year (1 July 2001 to 30 June 2002) contract prices for the following facilities, using formula in Supplementary Condition 10.2. (Change in elevator mechanics' labor rate: +3.14325% (weighted 70%); change in Producer Metals and Metal Products Commodity Index: +2.76423% (weighted 30%); composite cost adjustment factor = +3.0286%)

Facility	Old Monthly Cost	New Monthly Cost	New Annual Cost
Juneau Alaska Office Building (DOA-DGS)	\$ 465.48	\$ 478.58	\$ 5,754.96
Alaska State Museum (DOA-DGS)	99.58	102.58	1,230.96
Capitol Building (LAA)	413.76	426.30	5,115.60
Governor's House (DOA-DGS)	51.72	53.29	639.48
Lamon Creek Correctional Ctr. (DOC)	123.09	126.82	1,521.84
State Office Building (DOA-DGS)	1,508.18	1,553.85	18,548.20
Court Plaza Building (DOA-DGS)	1,225.76	1,262.90	15,154.80
			\$48,063.84

All other contract terms and conditions remain unchanged.



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**CONSTRUCTION CONTRACT**

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, herein called the Department, acting by and through its Contracting Officer, and Thyssen Sound Elevator Corp., 5330 Cordova Street, Anchorage, AK 99518

an ☐ Individual, ☐ Partnership, ☐ Joint Venture, ☐ Sole Proprietorship, ☒ Corporation, incorporated under the laws of the State of Delaware, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required ~~for the construction of~~ for Elevator Maintenance-State Facilities [Southeast Region] (1999-2004)

Project Number M3-512D; Contract No. 1343, at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of thirty thousand eight hundred seventy-nine and no/100 Dollars (\$ \*\*30,879.00\*\*), and such other items as are mentioned in the original Proposal, which Proposal and prices named, together with the Contract Documents are made a part of this Contract and accepted as such, the project being situated as follows: Juneau, Alaska

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: June 30, 2004, or within ----- calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover N/A (\$ N/A) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$ N/A Payment Bond, and \$ N/A Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

### CONTRACTOR

Name of Contractor

Thyssen Sound Elevator Corp.

JUL - 8 1999

Signature

Date

Name and Title

NANCY J. KAPLAN  
CONTRACT ADMINISTRATOR

(Corporate Seal)

### STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Robert Martin, Jr.  
CONTRACTING OFFICER (Signature)

Date

29 JUL 99

Robert Martin, Jr., P.E., Southeast Regional Director  
Typed Name

TECHNICAL SPECIFICATIONS  
RELATING TO  
JUNEAU–COURT PLAZA BUILDING

I. SCOPE OF WORK

The Contractor shall provide all labor, supervision, tools, equipment, materials and transportation to perform "full-service" maintenance on two eight-stop Otis MRVF 3535 passenger elevators at the Court Plaza Building, 240 Main Street, Juneau, Alaska.

A. Included in the contract scope are:

1. Inspection, lubrication and adjustment of the elevator system, including all mechanical and electrical components, to maintain system operation within manufacturer's parameters and in compliance with applicable codes.
2. Repair or replacement of worn, malfunctioning elevator system components when warranted, including all mechanical and electrical components in the machine room, hoistways, pits, cars and lobbies (including call buttons, indicator lamps and chimes).

B. Not included in the contract scope are:

1. New construction or modification of existing equipment, if required by the regional Project Manager or code enforcement authorities.
2. Repairs to or replacement of (1) car and hoistway door finishes and sills; (2) car finishes (car panels, handrails, lighting fixtures, diffusers, floor covering, and painted surfaces); and (3) telephone and security system equipment.
3. Repair of damage caused by negligence or misuse of elevator equipment by others than the Contractor.
4. Repair of damage caused by fire, flood or other disaster.

II. CONTRACTOR'S QUALIFICATIONS

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The Contractor shall have an established record of satisfactorily maintaining the Otis MRVF 3535 system, and possess the resources, including technicians experienced with the specific system, technical capability (including access to schematic diagrams and manuals) and support infrastructure, to provide services called for by these specifications.

### III. COMPLIANCE WITH SAFETY CODES

The Contractor shall maintain elevator equipment in compliance with the latest adopted edition of the Safety Code for Elevators and Escalators (ASME/ANSI A17.1) and all other applicable codes and regulations in force in Juneau. The Contractor shall promptly report to the regional Project Manager all known equipment deficiencies and provide prompt cost proposals for corrective work outside the scope of this contract, which may be required by code enforcement authorities or the regional Project Manager.

### IV. WORKING HOURS AND CONDITIONS

Services may be performed during normal State business hours (8:00 a.m. to 5:00 p.m. weekdays). To prevent unnecessary disruption to State operations, the Contractor shall coordinate with the designated State contact person all planned equipment shutdowns and work scheduled outside of normal business hours.

### V. PREVENTIVE MAINTENANCE SERVICES

- A. Unless superseded by more stringent requirements of these specifications, conform to requirements of the ASME/ANSI A17.1 Code, Section 1206, MAINTENANCE.
- B. Perform the following services once a month, or at more frequent intervals if recommended by the equipment manufacturer:
  - 1. Perform a complete operational check of each elevator. Check starting, operating, leveling and stopping parameters, including proper operation of car and hoistway doors. Adjust or repair equipment as required to maintain operation within manufacturer's tolerances and ASME/ANSI A17.1 Code requirements.
  - 2. Check all hall and car position indicators and signals, and car lighting (including emergency) fixtures; replace burned-out lamps.
  - 3. Check operating components requiring periodic lubrication. Lubricate as necessary, following manufacturer's recommendations and specifications.
  - 4. Maintain machine rooms, hoistway pits, elevator car tops, escalator drip pans, including equipment in these areas, in clean condition. Remove excessive lubricant and wipe up oil leaks.

- C. Perform periodic inspections and tests of elevators at intervals required by the ASME/ANSI A17.1 Code, Part X, or by other governing authority, if more stringent.
- D. Deliver copies of test reports to regional Project Manager within thirty (30) days after performing required tests.

#### VI. REPLACEMENT PARTS

- A. Within thirty (30) days after contract award, the Contractor shall provide a local stock or identify a local source for high-mortality parts and consumable items for elevators serviced at this facility.
- B. The Contractor shall demonstrate in-stock warehouse availability of major parts for replacement of door operator components, controller parts and electronic modules, door protective devices, hangers, bearings, hoistway switches and contacts.
- C. If parts not readily available are required, the Contractor shall make every effort to perform emergency repairs that will allow safe operation of the equipment within the shortest practicable time. All reports will be considered temporary and incomplete until standard parts are procured and installed. If parts not in stock are needed, the Contractor shall make every effort to obtain the parts with the least practicable delay. Replacement parts shall meet or exceed OEM specifications.

#### VII. MAJOR REPAIRS (NOT USED)

#### VIII. EMERGENCY SERVICE

In case of equipment failure or stalled cars, the Contractor shall provide emergency or call-back service as required 24 hours/day, seven days/week, with response time not to exceed two (2) hours. Call-back service shall be provided at no additional cost.

#### IX. INSPECTIONS

The Contractor shall perform an annual survey of all elevator equipment covered by this contract and provide the regional Project Manager with a written report, including any noted functional or code compliance deficiencies. The survey shall be

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conducted by a qualified person at a supervisory level, independent of the elevator technician(s) performing other specified work.



X. Service Reports

The Contractor shall provide the regional Project Manager with a service report at the completion of each inspection or service call, noting the elevator(s) serviced, a description of the trouble and how repaired and any recommendations regarding the equipment. All deficiencies or repairs considered to be outside the scope of this contract shall be specifically described. Service reports shall be submitted to the regional Project Manager within five (5) working days.

XI. SERVICE CARDS

The Contractor shall prepare a “record of service” card for each elevator and post in a conspicuous place in each elevator machine room. The card format is optional with the Contractor, but shall contain at least the following information:

- A. Elevator serial number and Department of Labor elevator identifier;
- B. Date when each preventive maintenance service and inspection (described in Technical Specification Section V) was performed;
- C. Signature or initials of elevator mechanic performing the work.

Card shall be maintained in each machine room during the life of the contract. At contract close-out, cards shall be delivered to the regional Project Manager.

END OF TECHNICAL SPECIFICATIONS